



BellSouth Telecommunications, Inc. 615 214-6301
Suite 2101 Fax 615 214-7406
333 Commerce Street
Nashville, Tennessee 37201-3300

Guy M. Hicks
General Counsel

December 6, 1999

EXECUTIVE SECRETARY

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Nextlink Interconnection Agreement*
Docket No. 098-00123

Dear Mr. Waddell:

Enclosed are fourteen copies of a revised Section 15.1, Modification of Agreement. In response to a request from the Staff, the parties have renegotiated Section 15.1.

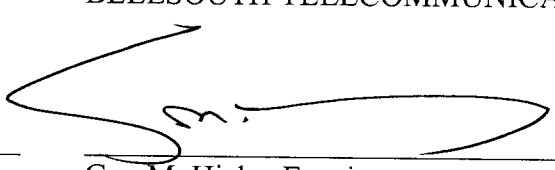
Please substitute the enclosed page into the interconnection agreement submitted to the Authority on November 5, 1999. Thank you for your attention to this matter.

Very truly yours,

NEXTLINK TENNESSEE, LLC

BELLSOUTH TELECOMMUNICATIONS, INC.

Dana Shaffer, Esquire
105 Malloy Street, Suite 300
Nashville, TN 37201


Guy M. Hicks, Esquire
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

GMH:ch
Enclosure

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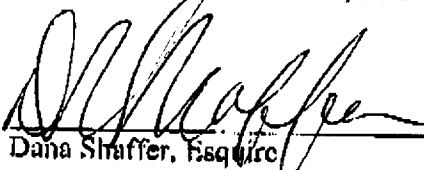
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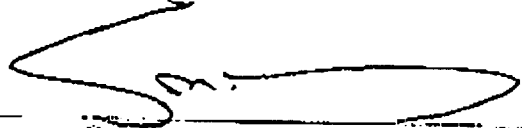
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15. Modification of Agreement

- 15.1 BellSouth shall make available, pursuant to 47 USC § and the FCC rules and regulations regarding such availability, to NEXTLINK any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element. The adopted interconnection, service or network element and agreement shall apply to the same states as such other agreement and for the same term as such other agreement. However, the Parties shall continue under the provisions of such other agreement so long as the parties to such other agreement continue under those terms and conditions.
- 15.2 No modification, amendment, supplement to or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 15.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 15.4 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms, including rates, of this Agreement, or the ability of NEXTLINK or BellSouth to perform any material terms of this Agreement, NEXTLINK or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 10.
- 15.5 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

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